

Dickinson Co.

IUOE #234 (Roads)

7/1/2005 6/30/2008

**MASTER CONTRACT**  
**BETWEEN**  
**DICKINSON COUNTY, IOWA**  
**AND**  
**INTERNATIONAL UNION OF**  
**OPERATING ENGINEERS, LOCAL NO. 234**  
**July 1, 2005 - June 30, 2008**

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**ARTICLE I**  
**DEFINITIONS**

**A. County or Employer**

As used in this Agreement, the terms "County" or "Employer" shall mean Dickinson County, Iowa, or its authorized representatives.

**B. Employee**

As used in this Agreement, the term "Employee" shall mean all Employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board in Case Number 6808.

**INCLUDED:** All regular full-time and regular part-time Employees of Dickinson County Roads Department, including Engineering Assistants, Heavy Equipment Operators, Road Maintenance Leaders, Mechanics, part-time Maintenance Employees and part-time Engineering Aides.

**EXCLUDED:** County Engineer, Assistant County Engineer, Clerical Employees, Supervisory Employees and all other persons excluded by Section 20.4 of the Act.

**C. Regular Part-Time Employees**

Regular part-time Employees shall receive the following benefits: 1) overtime payment for hours worked in excess of eight (8) hours in any day; 2) pro-rated sick leave; and 3) the negotiated wage increase set forth in this Agreement. Regular part-time Employees shall not receive any other benefits set forth in this Agreement.

All regular part-time Employee shall receive an hourly wage rate determined by the Engineer. However, this hourly wage rate shall not exceed the hourly wage rate of regular full-time Employees.

**D. Seasonal/Temporary Employees**

As used in this Agreement, a "seasonal/temporary Employee" is one who is hired for a period of six (6) months, or less. Seasonal/Temporary Employees are not covered by the provisions of the Agreement.

**E. Union**

As used in this Agreement, the term "Union" shall mean the International Union of Operating Engineers, Local No. 234, or its authorized Representatives.

**F. Department**

As used in this Agreement, the term "Department" shall mean the Secondary Roads Department of Dickinson County, Iowa.

**ARTICLE II**  
**EVALUATION PROCEDURES**

**A. Frequency of Evaluations**

Employees will be evaluated by a Supervisor who is not in the Bargaining Unit and who has direct knowledge of the Employee's work experience at such frequency as the Supervisor may determine.

**B. Evaluation Form**

The evaluation form will be determined by the County and approved by the Union.

**C. Evaluation Conference**

A conference regarding the evaluation will be held between the Employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the Employee.

**D. Employee Response**

All evaluation reports will be placed in the Employee's personnel file. The Employee has the right to respond to the evaluation report, and such response will become part of the evaluation report.

### **ARTICLE III**

#### **TRANSFER PROCEDURES**

**A. Definition**

A "transfer" shall be defined to mean a voluntary movement from one job classification within the Bargaining Unit to another job classification within the Bargaining Unit.

**B. Procedure**

New job openings will be posted for five (5) working days after the payroll issue date. Job postings will be posted at all shops. A copy of all job postings shall be mailed to the person designated as the Union's Business Representative. Job postings will designate where the Employee is to report to work.

In determining the successful applicant, Bargaining Unit seniority and qualifications shall be considered. Where qualifications are equal, Bargaining Unit seniority shall govern. The County Engineer shall have the sole discretion to determine which applicant, if any, is the most qualified for the job opening. The County Engineer will not be arbitrary or capricious in his/her decision as to which applicant if any is the most qualified. Furthermore, if the Union requests information regarding the criteria and reasons used by the County Engineer to select the successful candidate, the County Engineer will forward said information to the Union.

The County will transfer the successful applicant within thirty (30) days of the transfer decision. A successful applicant shall be given a thirty (30) day trial period in the new position. If the Employee fails to satisfactorily perform the job within said thirty (30) day period, he/she shall be returned to his/her former position.

Notification shall be given to all unsuccessful Bargaining Unit applicants by the County Engineer within five (5) working days following a selection or the decision to reject all applicants. Applicants from outside of the unit may be considered by the Employer after said notifications are provided to those applicants from the Bargaining Unit.

### **ARTICLE IV**

#### **STAFF REDUCTION PROCEDURES**

**A. Classification**

For purposes of staff reduction, Employees will be classified by job classification.

**B. Procedure**

In the event of a lay-off, temporary and regular part-time Employees shall be laid off first and temporary Employees shall have no recall rights. Lay-off of regular full-time Employees shall be made on a seniority basis within the classifications as set out in this Agreement. The County will provide two (2) weeks notice to the affected Employee(s) prior to the effective date of the lay-off.

**C. Recall Procedure**

Employees shall be recalled in inverse order of lay-off to the classification form which they were laid off and shall be notified of such recall in person or by certified mail, return receipt requested, sent to the Employee's last known mailing address. It shall be the Employee's responsibility to notify the Employer of any change in mailing address. If the Employee fails to return to work within five (5) working days, their seniority and recall rights will be terminated. Employees laid off more than twelve (12) months shall lose all seniority and recall rights.

**ARTICLE V**  
**GRIEVANCE PROCEDURES**

**A. Definition**

A grievance shall mean only a complaint that there has been an alleged violation of any specific provisions of this Agreement not specifically excepted from the grievance procedure.

**B. General Provisions**

1. Every Employee covered by this Agreement shall have the right to present grievances in accordance with these provisions. Any aggrieved person may be represented at all formal levels of the grievance procedure by the Employee himself/herself, or by the Employee and a Representative from the Union if the Employee chooses to have a Representative with him/her.
2. The failure of any Employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and a Supervisor's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however may be extended by mutually written agreements.
3. It is agreed that any investigation or other handling or processing of any grievance by the grieving Employee shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the grieving Employee.

4. In matters dealing with alleged violations in those areas over which a Supervisor has no authority to grant the appropriate relief, and in all cases in which the decision being grieved is a decision which was made by the County Engineer, the grievance shall be initiated at the Third Step. The time limits for filing a grievance at the Third Step shall be the same as the time limits for filing at the Second Step.

### **C. Processing Grievances**

Any Employee or group of Employees who feel they have not been fairly treated pursuant to the terms of the Labor Agreement between Dickinson County and I.U.O.E., Local Union 234 shall first discuss the problem with their immediate Supervisor. If the problem is not settled to the Employee's satisfaction, the following procedures shall be used:

- Step 1: The Employee shall, within ten (10) working days of the date of the grievance, present the grievance, in writing, to the County Engineer or his/her designee specifying the specific provision of this Agreement that the Employee feels has been violated. The County Engineer or his/her designee shall reply, in writing, within ten (10) working days of the receipt of the grievance, informing the Employee of his/her decision.
- Step 2: In the event that the Engineer's decision is not satisfactory to the Employee, the Employee may, within ten (10) working days, present the grievance in writing to the Board of Supervisors. The Board of Supervisors shall review the dispute and where warranted, meet in executive session within ten (10) working days with the parties to the dispute and witnesses called by either party. A written reply to the Employee shall be issued within ten (10) working days after the hearing.
- Step 3: In the event that the grievance remains unresolved after completion of Step 2, the Employee and/or the Union shall forward to the County Supervisors, written notice of the intention to proceed to arbitration and will designate the specific provision or provisions of the Labor Agreement that the Union alleges has been violated. Such notice shall be forwarded within ten (10) working days following the date of the decision in Step 2.
- Step 4: The arbitrator, who shall serve as the impartial determinate of the dispute, shall be selected in the following manner:
  - a. By Agreement. The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.



- b. By Lot. In the event the parties are unable to agree, or the person agreed upon is not available, the parties shall jointly request the Public Employment Relations Board to nominate a panel of five (5) arbitrators. Within five (5) days after receipt of the names of such panel, representatives of the parties shall confer and each party shall alternately strike a name from the list of nominees until one (1) remains. The moving party will be the first to strike and the parties shall alternately strike a name from the list of nominees until one name remains. The arbitrator so selected shall be informed of the selection by the parties.
- c. Costs. The costs incurred for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expense and all other costs, shall be borne and divided equally between the County and the Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses.

**D. Arbitrator's Jurisdiction**

The decision of the arbitrator on the issues presented shall be final and binding. The arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. Further, the foregoing provisions for arbitration are not intended to, nor shall they be construed to apply to any dispute as to the terms and provisions to be incorporated in any proposed new agreement between the parties, or to the matter that the laws of the State of Iowa require to be resolved otherwise.

**E. Arbitration Procedures**

The procedure to be followed in submitting the difference or dispute to the arbitrator shall be determined by the arbitrator. The arbitrator shall submit his/her decision in written form to both parties within thirty (30) calendar days following the conclusion of the hearing(s), as the case may be.

**F. Grievance Investigation**

With prior agreement of the Engineer or Supervisor, an authorized Representative of the Union shall have access to all Employee work areas during work hours for the purpose of investigating grievances. The authorized Representative shall not disrupt the Employees work progression.

**G. Election of Remedies**

If an Employee files a grievance under this procedure, the Employee waives his or her right to file a claim or complaint under any other procedure and in any other forum pertaining to

or arising out of the same set of facts and circumstances. If an Employee files a claim or complaint under any other procedure or in any other forum, the Employee waives his or her right to file a grievance under this procedure pertaining to or arising out of the same set of facts and circumstances.

## **ARTICLE VI**

### **SENIORITY**

#### **A. Seniority Definition**

Seniority means an Employee's length of continuous service with the County since their last date of hire. Seniority shall be administered on a Bargaining Unit basis. In the case of more than one Employee having the same hire date, seniority shall be determined by the last four digits of their social security number (i.e. 2000 would be higher than 1995).

#### **B. Probationary Period**

A new Employee shall serve a probationary period of six (6) consecutive months. Upon successful completion of the probationary period, the Employee shall be added to the seniority list and the Employee's seniority date is the most recent date of hire.

#### **C. Notice to Union**

The Union shall be furnished with a seniority list and job classifications of all Employees covered by this Agreement within thirty (30) days after its execution, and the Steward shall receive notice when the Employees are to be laid off or recalled. In the event of an Employee retiring or a newly hired Employee, the Union shall be furnished with an updated seniority list, including all Employees.

#### **D. Loss of Seniority**

An Employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

1. Employee quits.
2. Employee is discharged.
3. Engaging in other work without prior approval while on leave of absence, or giving false reason for obtaining leave of absence.
4. Three (3) consecutive days of absence without notice to the Employer, unless the Employee has presented evidence showing the Employee was physically unable to give notice.
5. Failure to report for work upon expiration of a leave of absence.

6. Failure to report for work within five (5) working days after being notified to return following lay-off when notice is given as provided in Article IV.
7. When continuous period of lay-off exceeds twelve (12) months.
8. Employee retires.

It is the Employee's responsibility to keep the Employer informed of his/her current address and phone number.

**E. Commencement of Work in a Salaried Position**

Any Employee leaving a Bargaining Unit position to accept a salaried Management or Supervisory position with the Employer shall lose all seniority rights upon the expiration of one hundred eighty (180) calendar days from the date he/she commences work in any such salaried position. Should the Employee return to a Bargaining Unit position with the Employer prior to the expiration of said one hundred eighty (180) days period, he/she shall retain all seniority rights.

**ARTICLE VII**  
**DUES DEDUCTION**

Upon receipt of a lawfully executed written authorization from an Employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such Employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Employer will enclose with the deduction a seniority list of unit Employees indicating those Employees for which dues have been deducted, along with a listing of Employees hired, suspended or terminated during the month.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

**ARTICLE VIII**  
**HEALTH AND SAFETY COMMITTEE**

An approved Safety Committee will be implemented through the N.W.I.P.D.C. and the Committee Membership shall consist of the Engineer, Mechanic, and one representative from each of the Shops. The Shop Representative shall be on an annual rotational basis from each shop so that all Employees are involved on the Committee. The Committee shall meet monthly.

**ARTICLE IX**  
**HOURS OF WORK AND OVERTIME**

**A. Workday**

Except as hereinafter provided, the regular workday normally consists of eight (8) work hours, and the regular workweek normally consists of forty (40) hours of five (5) consecutive regular workdays, Monday through Friday. Starting and ending hours of work shall be 7:00 A.M. to 3:30 P.M., except that beginning Memorial Day and continuing through Labor Day, the normal work hours will be 6:00 A.M. to 2:30 P.M. These hours may be modified with prior authorization of the Engineer.

The regular workday and the regular workweek shall not be construed as a guarantee of any number of hours of work per day or per week, or as a limitation of the number of hours per day or per week which the County may schedule.

**B. Work Week**

For the purpose of computing overtime, the regular work week for Employees will be one hundred sixty-eight (168) consecutive hours beginning at 12:01 A.M. on Sunday and ending at 12:00 P.M. on the following Saturday.

**C. Lunch Period**

The Employer shall grant without pay, a thirty (30) minute meal period for all Employees. Meal periods will be as near to the middle of the shift as possible.

**D. Work Breaks**

Employees shall be granted one (1) fifteen (15) minute rest period in the approximate middle of each one-half (1/2) shift. The scheduling and the location of the break period will be determined by the Employee's Supervisor.

**E. Overtime**

Overtime shall be paid at the rate of one and one-half (1-1/2) times the Employee's straight-time hourly rate for hours worked in excess of eight (8) hours on any day and/or in excess of forty (40) hours in any workweek. Overtime shall not be paid more than once for the same hours worked. The parties agree that "hours worked" shall be defined as including any hours for which the Employee would received pay pursuant to the various leave provisions of this Agreement. Work performed on holidays as defined in Article XIV will be paid at one and one-half (1-1/2) times the Employee's straight-time hourly rate.

In the distribution of overtime, the Employer will try to apportion overtime work as equally as possible among the qualified Employees who would normally perform the work if it were done during the regular working hours.

No Employee shall be compensated for overtime work unless such work has been approved by the Employee's Supervisor.

**F. Compensation for Overtime**

The Employee shall have the option of taking either overtime compensation or compensatory time off. Employees who work overtime shall notify the County of whether they want the overtime in cash or in compensatory time on the time sheet following the performance of the overtime work.

If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one-half (1-1/2) hours for each hour of overtime employment. The maximum number of hours of compensatory time which can be accumulated and used during the contract year (July 1 to June 30) is forty (40) hours. Compensatory time hours which are not used by June 15 shall be paid for in cash in the last paycheck in June. Any Employee who has accrued forty (40) hours of compensatory time off shall be paid overtime compensation for additional overtime hours of work. If compensation is paid to an Employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the Employee at the time the Employee receives the compensation.

Upon termination of employment, Employees shall be paid for unused compensatory time at a rate of compensation not less than: (1) the average regular rate received by the Employee during the last three years of the individual's employment or (2) the final regular rate received by the Employee, whichever is higher.

Employees who have accrued compensatory time off may request the use of compensatory time and shall be permitted to use such time within a reasonable time period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

Compensatory time must be used in one (1) hour increments.

**ARTICLE X**  
**WAGES**

**A. Wage Rates**

The wage rate for each classification is set out in Appendix A which is attached to and made a part of this Agreement. Employees will be paid only for hours actually worked unless otherwise provided in this Agreement. The across-the-board (ATB) wage increases for the duration of the Contract are as follows:

July 1, 2005 – 3% ATB

July 1, 2006 – 3% ATB

July 1, 2007 – 3% ATB

**B. Pay Period**

The pay period for all Employees shall be bi-weekly. The pay day shall normally be the end of the work day on the Wednesday following the end of the pay period.

**C. Determination of Salary upon Employment**

The County Engineer will have the discretion to determine the initial rate of pay to be received by all individuals upon their employment. However, the rate of pay shall not exceed the current hourly wage of Employees within the classification.

**ARTICLE XI**  
**INSURANCE**

**A. Health Insurance Premium Payment**

The County will pay one hundred percent (100%) of the health insurance premiums for single coverage. If family health insurance coverage is selected by an Employee, then the County will pay sixty-five percent (65%) of the difference between the single and family health insurance premium costs. The Employee will be responsible for thirty-five percent (35%) of the difference between the single and family health insurance premium costs.

Employees hired prior to February 19, 2004 shall continue to receive One Hundred Dollars (\$100) per month if family health insurance is not elected.

**B. Health Insurance Benefits**

Full-time Employees and their families will be covered by the Wellmark Health Care Program, purchased through ISAC, that has been in effect since July 1, 2004. The Employer reserves the right to change insurance carries; however, the benefit levels provided to Employees for the duration of this contract shall be substantially comparable to the benefits enjoyed by Employees on or about July 1, 2004.

**C. Dental Insurance Premium Payment**

The County will pay one hundred percent (100%) of the Dental Insurance premiums for single coverage. If family Dental Insurance coverage is selected by an Employee, then the Employee will be responsible for payment of the difference between the single and family Dental Insurance premium costs.

**D. Dental Insurance Benefits**

Full-time Employees and their families will be covered by the Dental Insurance Program that has been in effect since July 1, 2004. The Employer reserves the right to change insurance carries; however, the benefit levels provided to Employees for the duration of this Contract shall be substantially comparable to the benefits enjoyed by Employees on or about July 1, 2004.

**ARTICLE XII**  
**LEAVES OF ABSENCE**

**A. Sick Leave**

**1. Permissible Uses**

- (a) Physical incapacity not incurred in the line of duty.
- (b) Personal illness, including medical, dental, or optical appointments during working hours.
- (c) Enforced quarantine of the Employee in accordance with community Health Regulations.
- (d) Three (3) days of sick leave may be used per year by the Employee when a member of their immediate family (spouse, child, mother, father, sister, brother) has a medical condition. An additional one (1) day of sick leave may be used per year by an Employee when an extended family member (mother or

father-in-law, daughter or son-in-law, grandparent, or grandparent-in-law, sister or brother-in-law) has a medical condition.

2. Accumulation

- (a) Sick leave is accrued at the rate of one (1) work day for each month of service.
- (b) Total accumulation cannot exceed ninety (90) days.
- (c) Part-time Employees shall accrue sick leave on a pro-rated basis based upon the percentage of hours worked each employment year.

3. Administration

- (a) All requests for sick leave shall be made before an Employee is scheduled to report for duty.
- (b) The County shall have the right to verify the reported sickness of an Employee and may require a doctor's certificate for absence due to illness of more than two (2) days.
- (c) Sick leave shall be chargeable only when used on regularly scheduled work days or work periods. Should a holiday occur during an Employee's sick leave and the Employee is regularly entitled to the holiday, it shall not be charged as sick leave.

**B. Jury and Witness Duty Leave**

A full-time Employee who is selected for jury duty or is called as a witness, shall receive a paid leave of absence for the time spent on such duty. Compensation received by the Employee from the Court will be turned over to the County Auditor, with the exception of meal or travel expenses incurred by the Employee.

**C. Bereavement Leave**

All regular full-time Employees will be allowed upon each death up to three (3) days of pay for arranging and attending the funeral of a wife, husband, child, mother, father, brother, sister, grandparent, grandchild, mother-in-law or father-in-law, brother-in-law, sister-in-law, or grandparents-in-law. Employees may be granted up to two (2) additional days of pay for the death of a spouse, child, mother, father, sister or brother.



**D. Unpaid Leave**

Unpaid Leave is defined as an approved absence from duty in a non-pay status. Upon the written request of an Employee stating the reasons for the unpaid leave, the County Engineer may grant an unpaid leave of absence for up to ten (10) days. An unpaid leave of absence in excess of ten (10) working days must be approved by the Board of Supervisors. In no instances shall an Employee be granted an unpaid leave of absence in excess of six (6) months. During an unpaid leave of absence in excess of thirty (30) calendar days, the Employee shall not accrue vacation, sick leave, or any other benefits. Furthermore, the Employee's anniversary date of employment shall be recalculated to reflect the period of absence.

**E. Unauthorized Leave**

This is defined as any absence from duty which has not been granted or approved in accordance with County's established policy or this Agreement. An unauthorized absence by an Employee for three (3) or more working days shall be considered as a voluntary resignation and shall forfeit any accumulated benefits.

**F. Injury Leave**

Employees on leave of absence due to an injury covered by the worker's compensation may elect to supplement the worker's compensation benefits with accrued sick leave, vacation and compensatory time. Such supplement shall not result in the Employee receiving more than the Employee's regular rate of pay.

**G. Military Leave**

The County will grant leaves of absence for military service to full-time and part-time Employees in accordance with applicable State and Federal Law. A full-time or part-time Employee who is a member of the uniformed services, when ordered by proper authority to serve in the uniformed services, shall be granted leave for the period of service. The first thirty (30) calendar days of military leave each fiscal year shall be without loss of pay. Any amount of military leave taken during any part of an Employee's scheduled workday, regardless of the number of hours taken, shall count as one (1) day toward the thirty (30) calendar days without loss of pay. Absences required for military service that exceed thirty (30) calendar days shall be granted in accordance with the County's leave policies and with applicable State and Federal Law.

**ARTICLE XIII**  
**VACATIONS**

**A. Accumulation**

Vacation shall be credited to Employees in accordance with the following schedule:

<u>Length of Continuous Service:</u>	<u>Amount of vacation hours awarded:</u>
After one (1) year	5 days or equivalent hours worked per week
After two (2) years	10 days or equivalent hours worked per week
After seven (7) years	15 days or equivalent hours worked per week
After fifteen (15) years	20 days or equivalent hours worked per week

Vacation shall be credited to the Employee's account on the anniversary date of their employment.

**B. Administration**

1. Vacation selection by the Employee(s) shall be granted on a first-come, first-serve basis, meaning that the first Employee to request time off on a particular date shall be considered to have a priority for that date of the requested time off. The County Engineer, or his/her designee, shall have control of vacation scheduling. Except for emergencies, one (1) posted workweek's notice shall be given for requests of three (3) or more consecutive workdays, and a minimum of four (4) hours notice for requests of two (2) posted workdays or less. Vacation can be taken in minimum increments of one (1) hour. The Employer can waive notice requirements.
2. If one of the paid holidays occurs during an Employee's vacation, the holiday will not be counted as part of vacation time.
3. No vacation may be carried into the next year except in rare circumstances and with prior written approval of the Engineer.
4. Employees cannot borrow vacation hours from future accruals. Paid vacation time must be earned.

5. Employees will not accumulate vacation credits during the time when they are temporarily laid off due to lack of work, or if they are on an unpaid personal leave of absence.
6. Employees who are on a paid leave of absence will accumulate vacation time during those leaves.
7. Upon separation, any Employee who has completed one (1) year of continuous employment will be paid for any accrued and unused vacation credits upon termination of employment. Vacation pay shall be paid at the regular rate of pay. If the Employee has completed fifteen (15) or more calendar days of his monthly vacation earning period, he/she shall be given credit for the full month's vacation credit.

#### **ARTICLE XIV** **HOLIDAYS**

##### **A. Holidays Recognized**

The holidays which are recognized by the County are:

1. New Year's Day
2. Presidents Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. The Friday following Thanksgiving
9. Christmas Eve Day (December 24)
10. Christmas Day

**B. Days Observed as Holidays**

1. If the holiday falls on a Saturday, the Friday before the holiday will be observed, and if the holiday falls on a Sunday, the Monday after the holiday will be observed. The exceptions to this rule are as follows:
2. If a holiday falls during an Employee's scheduled leave and the Employee is regularly entitled to the holiday, it will not be counted as part of that leave.
3. An Employee will forfeit the right to payment for any holiday if there is an unexcused absence on the working day immediately preceding or following such holiday.

**ARTICLE XV**  
**SAFETY ALLOWANCE**

Employee Reimbursement for Safety Gear: In order to provide safety boots, and clothing that may be worn out with use, the County will allow no more than One Hundred Twenty-five Dollars (\$125.00) per year (minus the first Five Dollars [\$5.00] paid by the Employee) per Employee for the purchase of this P.P.E. (personnel protective equipment). Receipts shall be required for the purchase of the P.P.E. and the Employee will be reimbursed for the amount of the purchase only. The unspent portion of the annual allotment will not be reimbursed to the Employee. The County agrees to maintain its practice of allowing Employees to "carry forward" expenses in excess of the One Hundred Twenty-five (\$125.00) per year into the next fiscal year and then reimbursing Employees from this annual allotment.

**ARTICLE XVI**  
**PROTECTIVE EYEWEAR**

Those Employees requiring corrective lenses will be partially reimbursed the cost of prescription safety glasses in accordance with the Department's policy on Purchasing Required OSHA Safety Glasses. The County will pay the cost of prescription safety glasses up to a maximum of Two Hundred Dollars (\$200.00), excluding the cost of the exam for the safety glasses. The bill presented to the Engineer for purchase of safety glasses shall indicate the cost of the examination.

**ARTICLE XVII**  
**DURATION AND SIGNATURE**

**A. Duration**

This Agreement shall be effective on July 1, 2005, and shall continue in effect until June 30, 2008.

**B. Signature Clause**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

For the County:

By: *D. H. [Signature]*

Date: 1/25/05

By: *Daniel H. [Signature]*

By: *Wanda J. [Signature]*

By: *Paul C. Johnson*

By: \_\_\_\_\_

By: \_\_\_\_\_

For the Union:

By: *[Signature]*

Date: 1-27-05

By: *Kevin [Signature]*

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

## APPENDIX A

### 2005 Dickinson County Secondary Road Department Roster and Wage

NAME	JOB TITLE	2005 WAGE	LOCATION	HRS WORKED
John Miller	Assistant Hwy Engineer	23.48	Office	40/8
Todd Wee	Hwy Eng. Assistant and Land Surveyor	19.40	Office	40/8
Rick Heckenlively	Hwy Eng. Assistant	16.50	Office	40/8
Paul Anderson	P.T.	14.20	All	40/8
Robert Eilers	Heavy Equip. Operator	15.92	Milford	40/8
Frank Franek	Road Maint. Leader	17.36	Lake Park	40/8
Gary Thompson	Heavy Equip. Operator	15.92	Spirit Lake	40/8
David Smith	Sign, Maint. Leader, & Equipment Operator	17.36	All	40/8
Dan Stahly	Heavy Equip. Operator	15.92	Lake Park	40/8
Charles Zweibahmer	Heavy Equip. Operator and Roadside Manager	17.01	All	40/8
Richard Ringel	P.T.	12.15	Office	40/8
Jason Dalen	Heavy Equip. Operator	15.92	Spirit Lake	40/8
Mike Gremis	Heavy Equip. Operator	15.92	Milford	40/8
Shon Gembler	Heavy Equip. Operator	15.92	Lake Park	40/8
Richard Larson	Road Maint. Leader	17.36	Spirit Lake	40/8
Steve Hopkins	Heavy Equip. Operator	15.92	Lake Park	40/8
Danny Jensen	Heavy Equip. Operator	15.92	Spirit Lake	40/8
Harold Eilers	P.T.	10.82	All	40/8
Kenneth Mehan	Road Maint. Leader	17.36	Milford	40/8
William Ruml	P.T.	12.15	Lake Park	40/8
Jon Dana	Heavy Equip. Operator	15.92	Milford	40/8
Craig Prentice	Heavy Equip. Operator	15.92	Terril	40/8
Ron Eick	P.T.	12.15	Terril	40/8
Richard Neppi	Mechanic	18.27	All	40/8

# FY 2006-FY 2008 Job Description, Positions within Desc., and Wages

Job Description	# of EE's in this Position	FY 2005 Wages in this Position		FY 2006 Wage	FY 2007 Wage	FY 2008 Wage
Hwy Eng. Assistant and Land Surveyor	1	19.40		19.98	20.58	21.20
Hwy Eng. Assistant	1	16.50		17.00	17.51	18.04
Heavy Equip. Operator and Roadside Manager	1	17.01		17.52	18.04	18.58
Sign, Maint. Leader, & Equipment Operator	1	17.36		17.88	18.41	18.97
Mechanic	1	18.27		18.82	19.38	19.96
Road Maint. Leader	3	17.36				
		17.36		17.88	18.41	18.97
		17.36				
Heavy Equip. Operator	10	15.92				
		15.92				
		15.92				
		15.92				
		15.92				
		15.92		16.40	16.89	17.40
		15.92				
		15.92				
		15.92				
		15.92				
Part Time	5					
Paul Anderson		\$14.20		14.63	15.06	15.52
Richard Ringel		\$12.17		12.54	12.91	13.30
Harold Eilers		\$10.82		11.14	11.48	11.82
William Ruml		\$12.15		12.51	12.89	13.28
Ron Eick		\$12.15		12.51	12.89	13.28